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13 Attorneys for Plaintiff,  
14 Joseph Jacobs

15 UNITED STATES DISTRICT COURT  
16 CENTRAL DISTRICT OF CALIFORNIA  
17 SOUTHERN DIVISION

18 Joseph Jacobs,

19 Plaintiff,

20 vs.

21 Atlantic Credit and Finance, Inc.,

22 Defendant.

Case No.:

**COMPLAINT FOR DAMAGES**

**FOR VIOLATIONS OF:**

- 1. THE FAIR DEBT COLLECTION  
PRACTICES ACT; AND  
2. THE ROSENTHAL FAIR DEBT  
COLLECTION PRACTICES ACT**

**JURY TRIAL DEMANDED**

1 Plaintiff, Joseph Jacobs (hereafter “Plaintiff”), by undersigned counsel, brings  
2 the following complaint against Atlantic Credit and Finance, Inc. (hereafter  
3 “Defendant”) and alleges as follows:  
4

5 **JURISDICTION**

6 1. This action arises out of Defendant’s violations of the Fair Debt  
7 Collection Practices Act, 15 U.S.C. § 1692, *et seq.* (“FDCPA”), and violations of the  
8 Rosenthal Fair Debt Collection Practices Act, Cal. Civ. Code § 1788, *et seq.*  
9 (“Rosenthal Act”).  
10

11 2. Jurisdiction of this Court arises under 15 U.S.C. § 1692k(d), Cal. Civ.  
12 Code 1788.30(f), 28 U.S.C. § 1331 and 28 U.S.C. § 1367.  
13

14 3. Venue is proper before this Court pursuant to 28 U.S.C. § 1391(b), where  
15 the acts and transactions giving rise to Plaintiff’s action occurred in this district and/or  
16 where Defendant transacts business in this district.  
17

18 **PARTIES**

19 4. Plaintiff is an adult individual residing in Aliso Viejo, California, and is a  
20 “person” as defined by 47 U.S.C. § 153(39) and Cal Civ. Code § 1788.2(g).  
21

22 5. Plaintiff is a “consumer” as defined by 15 U.S.C. § 1692a(3), and is a  
23 “debtor” as defined by Cal. Civ. Code § 1788.2(h).  
24

25 6. Defendant is a business entity located in Roanoke, Virginia, and is a  
26 “person” as the term is defined by 47 U.S.C. § 153(39) and Cal Civ. Code §  
27 1788.2(g).  
28

1           7. Defendant uses instrumentalities of interstate commerce or the mails in a  
2 business the principle purpose of which is the collection of debts and/or regularly  
3 collects or attempts to collect debts owed or asserted to be owed to another, and is a  
4 “debt collector” as defined by 15 U.S.C. § 1692a(6).  
5

6           8. Defendant, in the ordinary course of business, regularly, on behalf of  
7 itself or others, engages in the collection of consumer debts, and is a “debt collector”  
8 as defined by Cal. Civ. Code § 1788.2(c).  
9

10  
11                           **ALLEGATIONS APPLICABLE TO ALL COUNTS**  
12

13           9. Plaintiff is a natural person allegedly obligated to pay a debt asserted to  
14 be owed to a creditor other than Defendant.

15           10. Plaintiff’s alleged obligation arises from a transaction in which property,  
16 services or money was acquired on credit primarily for personal, family or household  
17 purposes, is a “debt” as defined by 15 U.S.C. § 1692a(5), and is a “consumer debt” as  
18 defined by Cal. Civ. Code § 1788.2(f).  
19

20           11. At all times mentioned herein where Defendant communicated with any  
21 person via telephone, such communication was done via Defendant’s agent,  
22 representative or employee.  
23

24           12. On or about July 31, 2018, Defendant called Plaintiff and during the live  
25 conversation that ensued, Defendant failed to notify Plaintiff that it was a debt  
26 collector calling in an attempt to collect a debt.  
27  
28



21. Defendant communicated with a person other than Plaintiff, Plaintiff's attorney, or a consumer-reporting agency regarding Plaintiff's alleged debt, in violation of 15 U.S.C. § 1692c(b).

22. Defendant used false, deceptive, or misleading representations or means in connection with the collection of a debt, in violation of 15 U.S.C. § 1692e.

23. Defendant threatened to take action that could not be legally taken or that Defendant did not intend to take, in violation of 15 U.S.C. § 1692e(5).

24. Defendant used false representations or deceptive means to collect or attempt to collect a debt or obtain information concerning the Plaintiff, in violation of 15 U.S.C. § 1692e(10).

25. Defendant's agent communicated with Plaintiff and failed to disclose that he/she was a debt collector and/or that he/she was attempting to collect a debt, in violation of 15 U.S.C. § 1692e(11).

26. The foregoing acts and/or omissions of Defendant constitute multiple violations of the FDCPA, including every one of the above-cited provisions.

27. Plaintiff was harmed and is entitled to damages as a result of Defendant's violations.

## COUNT II

1           28. Plaintiff incorporates by reference all of the above paragraphs of this  
2 complaint as though fully stated herein.  
3

4           29. The Rosenthal Act was passed to prohibit debt collectors from engaging  
5 in unfair and deceptive acts and practices in the collection of consumer debts.  
6

7           30. Defendant communicated with Plaintiff's family regarding the alleged  
8 consumer debt and for a purpose other than to locate the Plaintiff, in violation of Cal.  
9 Civ. Code § 1788.12(b).  
10

11           31. Defendant falsely represented that a legal proceeding had been or was  
12 about to be instituted unless the alleged consumer debt was paid, in violation of Cal.  
13 Civ. Code § 1788.13(j).  
14

15           32. Defendant did not comply with the provisions of 15 U.S.C. § 1692, *et*  
16 *seq.*, in violation of Cal. Civ. Code § 1788.17.  
17

18           33. Plaintiff was harmed and is entitled to damages as a result of Defendant's  
19 violations.  
20

21                                   **PRAYER FOR RELIEF**

22           WHEREFORE, Plaintiff prays for judgment against Defendant for:

23                   A. Actual damages pursuant to 15 U.S.C. § 1692k(a)(1);

24                   B. Statutory damages of \$1,000.00 pursuant to 15 U.S.C. § 1692k(a)(2)(A);  
25

26                   C. Actual damages pursuant to Cal. Civ. Code § 1788.30(a);  
27  
28

1 D. Statutory damages of \$1,000.00 for knowingly and willfully committing  
2 violations pursuant to Cal. Civ. Code § 1788.30(b);

3  
4 E. Costs of litigation and reasonable attorneys' fees pursuant to 15 U.S.C.  
5 § 1692k(a)(3) and Cal. Civ. Code § 1788.30(c);

6 F. Punitive damages; and

7  
8 G. Such other and further relief as may be just and proper.

9  
10 **TRIAL BY JURY DEMANDED ON ALL COUNTS**

11  
12  
13 DATED: October 8, 2018

TRINETTE G. KENT

14 By: /s/ Trinette G. Kent  
15 Trinette G. Kent, Esq.  
16 Lemberg Law, LLC  
17 Attorney for Plaintiff, Joseph Jacobs  
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